

# Circle City Security Systems, Inc.

5355 East 38<sup>th</sup> Street, Indianapolis, IN 46218

317-542-7087 Fax: 317-541-2687

www.circlecityalarm.com

## Commercial Sales Agreement

**Customer Name:**

**Address:**

**City, State, Zip:**

**Date:**

**Phone:**

**Other:**

**Customer authorizes Contractor to install the following security systems:**

Telephone System     CCTV System     Wiring Network     Access Control     Other

**Customer Agrees to pay the Contractor (sales tax not included) For installation & sale of system:**

Total Price \$ \_\_\_\_\_, plus sales tax Payable \_\_\_\_\_ % upon signing with the balance due upon completion.

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**Limits of Contractor's Liability.** The parties agree that the Customer retains the sole responsibility for the life and health of persons in the protected premises and for protecting against property losses or losses due to personal injury in the protected premises relating both to his own personal property or to that of others. It is therefore agreed that Contractor is not responsible for personal injury or other losses, which are alleged to be caused by the improper operation of the system, whether due to defects in the system or acts or omissions of the Contractor. The parties further agree that the Contractor is not an insurer and that insurance, if any, covering personal injury or other losses, be obtained by Customer. If, not withstanding the above agreements, there should arise any liability on the part of the Contractor, such liability shall be limited to an amount equal to six times the monthly charge provided above or \$250, whichever is greater.

**NO WARRANTY. THE CONTRACTOR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM, OR SERVICES WILL IN EVERY CASE PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED.**

**Customer's Duty.** The Customer assumes the responsibility to test the system monthly to verify operation of the system. It is further understood that the responsibility of the

replacement of system batteries (if any) is the responsibility of the Customer. Contractor may do battery replacement upon request from the Customer, on a time and material basis.

Any claim by Customer of improper installation or a defect in the system shall be made in writing to the Contractor within 30 days of installation completion.

**Default.** In the event Customer defaults by failure to make any payment as agreed herein, the Contractor may terminate the Agreement and the balance of the monies due for the completed work outlined in this Agreement shall become immediately due and payable. Customer shall be responsible for the payment of any attorney or collection fees incurred by Contractor in the collection of Customer's account.

**Entire Agreement.** It is agreed to and understood by the parties that this Agreement constitutes the entire agreement between the parties and supercedes and replaces all other prior understandings or agreement related to the premises covered by the Agreement. This agreement may not be changed, modified, or varied except by writing and signed by an authorized representative of Contractor. This Agreement shall not become binding on the contractor until approved by Contractor's Management as provided below.

Customer hereby acknowledges that (s)he has read and understands the entire Agreement.

**CIRCLE CITY SECURITY SYSTEMS, INC.**

Written By \_\_\_\_\_ Date \_\_\_\_\_

Approved By \_\_\_\_\_ Date \_\_\_\_\_

**CUSTOMER**

By \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_